

REQUEST FOR QUOTATION
City of Norfolk

(Please include your company name and address below)

Vendor: _____

Issued: April 12, 2016
Due: April 25, 2016 @ 2:00 PM

Mail reply to:
Office of the Purchasing Agent
Attn: Joseph Patterson, Buyer II
232 E. Main Street Suite 250
Norfolk, VA 23510
Phone (757) 823-4588
Fax (757) 664-4018

Please quote your best price and delivery, F.O.B. Norfolk, Virginia for the following:

The City of Norfolk, Department of Recreation, Parks and Open Space (RPOS), Athletic Division, invites your firm to provide a quote for this Request for Quotation for the 2016 Youth Football League which begins in August with all services being provided in accordance with all terms and conditions of this solicitation. Pricing is hereby requested to furnish and deliver **the requested amount of sports officials described in attachment "A" for each league.**

Reply to this request for quotation should be directed to the attention of Joseph Patterson, Buyer II.
Direct phone line: (757) 823-4588

Reply may be submitted by Email: joseph.patterson@norfolk.gov, no later than April 25, 2016 at 2:00 PM.

Oral comments do not form a part of this Request for Quotation.

ATTACHMENT A

PRICING

League Name	Estimated Number of Games	Estimated Number of Officials per Game	Estimated Number of Officials per League	Unit Cost Per Official	Total Cost of Officials per League
Midget	64	3	192	\$	\$
Bantam	24	4	96	\$	\$
Jr. Flag	64	2	128	\$	\$
Sr. Flag	24	2	48	\$	\$
Training	36	3	108	\$	\$
Pee Wee	64	3	192	\$	\$
Pee Wee Playoffs	7	3	21	\$	\$
Midget Playoffs	7	3	21	\$	\$
Bantam Playoffs	7	4	28	\$	\$
Total Costs					\$

Multiply the “unit cost per official” by the “estimated number of officials per league” to provide the “total costs of officials per league.” Add all of the “costs of officials per league” to provide the total cost of services for this RFQ

The City will award to the lowest responsive and responsible vendor based on the total cost derived from the sum of all of the line items’ costs.

Delivery date_____

Signature_____ Name (type/print) _____

Representing_____

Phone number_____

E-mail address_____ Company web site_____

Specifications:

The Contractor agrees to provide qualified sports officials for the 2016 season for the youth football leagues which include all play-off games per the following terms and conditions:

1. Each official is and shall be an independent contractor and shall not be considered an agent or employee of the City of Norfolk.
2. The bidder guarantees that qualified officials will officiate games in accordance with the schedule provided by the Department of Recreation, Parks and Open Space (RPOS) at the specified times and for the pay rate specified in the contract.
3. The bidder shall provide officials who must be certified as Amateur Football Association (AFA), USA Football, or Virginia high School League (VHSL) officials who are knowledgeable and proficient in officiating the sport of football.
4. Officials shall adhere to the rules and regulations set forth by the RPOS and the AFA.
5. The bidder shall be able to adhere to schedule changes with a minimum of 24-hour notice.
6. Officials shall be in full uniform and arrive at the game site at least 15 minutes prior to the first scheduled game of the day.
7. In order for officials to be paid for RPOS games, officials shall sign the game day log for games worked. Game day logs will be provided at each site by the RPOS staff.
8. Officials shall be responsible for turning in scorecards (provided by RPOS) to the field monitor at the end of each game.
9. The bidder shall provide the Athletic Division staff member assigned as League Commissioner an invoice with the number of games officiated weekly for verification and payment. INVOICES DUE NO LATER THAN THE TUESDAY AFTER SATURDAY GAMES.
10. Officials reporting to game site after the official game start time will be considered late and will be penalized 50% of the specified game fee.
11. The bidder shall not charge for games cancelled or postponed by RPOS.
12. In the event of inclement weather or other conditions that render a site unplayable and officials have reported to the game site, the bidder will charge RPOS a one game rainout fee.
13. Officials shall not refuse to officiate a game due to conflict with a team(s) or coach(es).
14. Each official shall conduct him or herself in a professional and courteous manner at all times.
15. Each official is responsible for his or her safe conduct and that of the coaches and participants.
16. Any official physically attacking a coach, player, spectator or staff of RPOS before, during, or after a game shall be suspended indefinitely from all programs with the City of Norfolk and reported to the appropriate state and national associations.
17. Any official reported to RPOS for inappropriate behavior will be suspended pending a complete investigation by the RPOS staff. RPOS reserves the right to suspend and/or restrict any official for inappropriate behavior before, during or after any scheduled game. The results of investigation may be forwarded to the appropriate state and national association.
18. The bidder shall conduct a free clinic covering rules and officiating for coaches, staff and/or parents on a specified date and time to be determined by RPOS.
19. The bidder shall attend all coaches' meetings as set forth by RPOS.

20. RPOS employees will verify signatures and any comments from the officials at the end of each game.
21. Documentation of criminal background and national sex offender registry checks must be provided for any sports official who will be providing work under this RFQ. Documentation may be provided after the vendor has received the award of the RFQ.
22. The successful bidder shall provide (2) copies of their certificate of insurance prior to performing work under this RFQ. The certificate of insurance shall demonstrate that the successful bidder has met all of the insurance requirements described in this RFQ.

INSURANCE REQUIREMENTS

Prior to work performed under this RFQ, the Contractor shall provide to the City Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

Contractor shall maintain during the term of this agreement insurance of the types and in the amounts described below. Unless otherwise specifically approved by the City, general liability and automobile/vehicle liability policies will be written in an "occurrence" ISO form approved for coverage in the Commonwealth of Virginia, The City of Norfolk, Va. and its employees will be included as "Additional Insured" on such policies. All insurance policies affected by this agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies shall provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract. SEXUAL ABUSE AND MOLESTATION LIABILITY INSURANCE: Contractors who will be working with, or in close proximity to persons under eighteen years of age, shall maintain liability insurance covering claims of sexual abuse and molestation. Such liability insurance coverage may be provided either by separate policies or in combination with other liability insurance required in this contract. The minimum acceptable limits of liability to be provided by such liability Insurance shall be: not less than \$500,000 each occurrence, \$1,000,000 general aggregate

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE: The Contractor shall maintain Automobile Liability insurance with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR shall furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in this Agreement. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor shall notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR shall furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, an, or the City's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or (2) identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

SUBCONTRACTOR'S INSURANCE: The Contractor shall require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor shall furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing such insurance. The Sub-Contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor shall furnish at least one copy the Sub-Contractor's policies/certificate to the City.

GENERAL REQUIREMENTS

1. Pricing is hereby requested to furnish and deliver sports officials (see Attachment A – Pricing Schedule for specifications), for the 2016 season. **Contractor is not permitted to charge additional delivery related fees or other fees not specifically provided in the contractor's quote at the time of quotes are due to the City.** The Successful Bidder will not be paid for any items or any amounts not specifically accepted by the City at the time of any award or official modification to the agreement.
2. **Pricing.** Pricing for the required items under this RFQ shall be provided to the City in the format and **Pricing Schedule** provided with this RFQ as **Attachment A**. All prices must be firm, fixed prices and quoted to include all materials, supplies, equipment and labor required to produce and deliver the items requested under this RFQ. Quoted prices must also include delivery as FOB Destination to the City of Norfolk, Virginia. By submitting a quote, Bidder agrees that its quote shall be binding and may not be withdrawn for a period of sixty (60) days after the scheduled closing date of this RFQ, unless apparent mistakes exists in the quote submitted
3. **Estimated Quantities/Non-exclusivity of Contractor Acknowledgement.** Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the City to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the City for the period of the Contract. The amount is only an estimate and the Bidder understands and agrees that the City is under no obligation to the Bidder to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the City may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other City contract(s), and that in analyzing its needs, the City may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the City does not guarantee that the Bidder will be the exclusive provider of the goods or services covered by the resulting contract.
4. **Brand Name or Equal.** The provisions of Section 33.1-52 City Code apply. If and wherever in this proposal a brand name, make, name of any manufacturer, trade name, or Contractor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR AN APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the Contractors responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. In all instances where an "or equal" or an alternate item is offered, bidders are to include a statement that the item being offered meets the specifications of the requested item. Additionally, bidders shall list all deviations from the listed specifications. Submission of specification sheets, brochures, or published literature describing the item being offered does not fulfill this requirement. Any article which the City in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy or operation, and suitability for the purpose intended, shall be accepted.

5. Contractor shall deliver orders to City department within ten (10) days after receipt of purchase order.
6. Contractor shall not require individual City departments to complete paperwork or otherwise set up accounts of any kind prior to the department being able to place an order. Contractor is responsible for ensuring any requirements it has for establishing accounts for individual departments established prior to implementation of the resulting Price Agreement. However, Contractor must be prepared to begin deliveries to individual departments **within ten (10) days after the Notice of Award has been issued** by the City.
7. All items must meet or exceed the requirements contained, herein. There shall be no substitutions or cancellations permitted after award without prior written consent and approval of the Purchasing Agent.
8. Delivery times must be coordinated directly with ordering departments.
9. Contractor shall provide a toll free telephone number or means to the City so that orders can be placed with Contractor at no additional costs to the City.
10. There shall be no additional cost to the City for items that need to be exchanged or returned to Contractor within the time period stated, herein.
11. Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFQ or any subject related to this RFQ is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.
12. Changes or modifications to this RFQ made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Oral communications are not a part of the RFQ or RFQ documents. This RFQ and any addenda shall be made a part of any resulting agreement.
13. Bidders may submit quotes directly by **delivery, facsimile, email, or regular mail**. All quotes shall be received and time stamped by the City's Purchasing Office fax machine, or the City's email server no later than the Due Date and Time shown on Page 1 of this RFQ. Any quote received after the specified date and time will not be considered.
14. The award of a contract(s) shall be at the sole discretion of the City. Award will be based on the lowest quote, per item, or overall lowest prices for all items, whichever is determined to be in the best interest of the City, from a responsible and responsive Bidder. The City reserves the right to accept or reject any or all quotes in whole or in part and to waive informalities. The City also reserves the right to award an agreement to more than one Bidder, if determined to be in the City's best interest.
15. All materials submitted in response to this RFQ will become the property of the City.
16. This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services. Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFQ.
17. If the Offerors' proposal includes services provided by others, the successful offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered

the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFQ.

18. This RFQ is being conducted pursuant to Code of Virginia §2.2-4304 and Norfolk City Code §33.1-3. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this RFQ, in accordance with Code of Virginia §2.2-4304. The City shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.
19. Questions concerning this Request for Quotation must be addressed in writing to the attention of Joseph Patterson, Buyer II at joseph.patterson@norfolk.gov or (757) 823-4588.
20. Notwithstanding the prohibition against used, damaged or obsolete items, Contractors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:
 - a. Do any of the goods offered contain recycled materials? _____
 - b. If so, please quantify the recycled material content.

Please note the following:

If your firm has not previously conducted business with the City of Norfolk Purchasing Office please go to the City Web page, www.norfolk.gov/ scroll "Norfolk Home Pages" and select Purchasing. On the left side of the purchasing page please select and download and complete Contractor's registration form. Submit registration form along with an IRS W9 form. Orders cannot be issued to a Contractor without Contractor information and W9 form on file.

COMPANY INFORMATION SECTION – PLEASE PRINT OR TYPE.

Company Name: _____

Address: _____

City, State, Zip: _____

Name _____

Delivery Date: _____

Fax Number: _____

Phone Number: _____

E-mail address: _____

Web Site: _____

Quoted By (Signature): _____

PLEASE NOTE THE FOLLOWING CONDITIONS: Quote prices exclusive of all taxes. Exemption certificates will be furnished upon request.

Businesses Authorized to Transact Business in the Commonwealth of Virginia.

In accordance with section 2.2-4311.2 of the Virginia Public Procurement Act.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services of his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section of the Virginia Public Procurement Act.

Identification number as issued by the State Corporation Commission

Company Name: _____

Date: _____

Signed: _____

GENERAL TERMS AND CONDITIONS

1. **DELIVERY AND ACCEPTANCE:** Time of delivery is of the essence of this contract. City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
2. **LATE DELIVERIES OR NON-COMPLIANT GOODS:** Should shipment of any part of this order be delayed beyond the time specified in the proposal, bid, or quotation for the same, or beyond the time specified herein, or if no time is specified, then beyond a reasonable time, or if any article should fail to comply with specifications, the City is to have the right to purchase such articles at the market price for immediate delivery and any excess in the cost of same over the price shown herein is to be paid by the contractor under this order, or deducted from any monies now due or hereafter accruing to him from the city.
3. **DELIVERY AND RISK OF LOSS:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by the City. Risk of loss remains with the Seller until acceptance.
4. **DEFECTS:** By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes set forth by the City in the bid invitation.
5. **PRICES:** Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only.
6. **PATENT INFRINGEMENT:** Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
7. **PRODUCT WARRANTY:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation, and to the sample (s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
8. **PACKING:** All goods, wrappers and containers must bear marking and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.
9. **DATA:** Seller shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of City, except in the performance of this or other orders for City. Upon City's request such data, designs, or other information and any copies thereof shall be returned to City. Where City's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of the provision in its orders.
10. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to City.

11. **CHANGE ORDER:** This contract can be modified or rescinded only in writing signed by the City Purchasing Agent or his duly authorized agent.
12. **GRATUITIES:** The City may by written notice to the Seller, cancel this contract without liability on the part of the City to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Norfolk with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract.
13. **ADVERTISING:** Seller agrees not to use the name of City or to quote the opinion of any City's employees in any advertising without obtaining the prior written consent of City.
14. **ASSIGNMENT:** Assignment is prohibited unless Contractor obtains prior written approval of the City.
15. **DISCRIMINATION PROHIBITED:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
17. **IMMIGRATION LAW:**
Compliance with federal immigration law: The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

End of Bid